

**INVITATION TO TENDER**

**Directorate General, CRPF**

(Procurement Cell of Provisioning branch)

Block No.1, CGO Complex, Lodhi Road, New Delhi-110003

(Ministry of Home Affairs, Government of India)

(Tele No.011-24369586 & 24360155, e-mail : proccell@crpf.gov.in)

No. U.II-1310 /2020-21-Proc-IV

Dated, the 29<sup>th</sup> October, 2020

To,

\_\_\_\_\_  
\_\_\_\_\_  
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Dear Sir,

On behalf of the President of India, I invite you to tender online & offline bids for the supply of stores detailed in the schedule.

2. The conditions of contract which will govern any contract made are contained in pamphlet No. DGS&D-68 entitled "Conditions of contract governing contracts, placed by the Central Purchase Organizations of Government of India as amended up to 31/12/91 and those contained in the pamphlet No. DGS&D-229 containing various instructions to tenderers quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with this tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- a) The Manager of Publications, Civil Lines, Delhi.
- b) The Superintendent, Government Printing & Stationary, Allahabad, U.P.
- c) The Superintendent, Government Printing & Stationary, Mumbai.
- d) The Superintendent, Government Printing, Gulzarbagh, Patna. Bihar.
- e) DGS&D, New Delhi and its Regional Offices at Mumbai, Chennai, Kolkata and Kanpur.
- f) Government of India Book Depot, 8 Hastings Street, Kolkata.

4. Regarding sources of supply of standard specification and drawing, refer Appendix-'B' contained in pamphlet DGS&D-229.

5. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled in, signed and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>. You must also furnish with your tender all the information called for as indicated in pamphlet No. DGS&D-229 mentioned in para-1 above. Attached list of questionnaire should also be answered and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>, failing which your tender will be liable to be ignored, and not considered.

6. This tender is not transferable.

Thanking You.

Yours faithfully

**Sd/-(29/10/2020)**  
**(Rajesh Kumar)**

Commandant (Proc)

For and on behalf of the President of India

**Schedule to tender**

**Directorate General, CRPF**  
 (Procurement Cell of Provisioning branch)  
 Block No.1, CGO Complex, Lodhi Road, New Delhi-110003  
 (Ministry of Home Affairs, Government of India)  
 (Tele No.011-24369586 & 24360155, e-mail : proccell@crpf.gov.in)

Schedule to Tender No.	:	U.II.1310/2020-21-Proc-IV
Date and time of pre bid meeting	:	<b>On 05/11/2020 at 1100 hrs.</b>
Time and date of receipt of <b>online/offline</b> tender	:	<b>Up to 1130 Hours on 25/11/2020.</b>
Date & time for opening of tender box	:	<b>At 1130 hrs on 25/11/ 2020</b>
Time and date for online/offline opening of tender	:	<b>On or after 1130 hrs on 26/11/ 2020</b>
Validity of offer	:	The tender shall remain open for acceptance till 180 days from the date of opening of tender

Tenderers are advised to go through the Earnest Money, Payment terms and demonstration clause of this Tender Enquiry carefully before filling the Tender.

Tender Enquiry No.	Description of Store	Quantity	Specification And Trial Directive	Earnest Money Deposit	Critical Dates
U.II-1310 / 2020-21 -Proc-IV	Bullet Resistant Vest ( <b>Male only</b> )  <b>Colour- BLACK</b>	1000 Nos.  Standard -240 Nos.  Large -520 Nos.  Extra Large -240 Nos.	As per Appendix – “A”	<b>Rs.4,73,000/- (Rupees Four Lakh Seventy Three) only</b>  EMD should be valid up to 225 days from the date of opening of tender.	a) Pre-bid meeting on <b>05/11 /2020 at 1100 hrs.</b> at conference hall.  b) Date & time of receipt of offline and online tender : <b>up to 1130 hrs on 25/11 /2020</b>  c) Date & time for opening of tender box : <b>At 1130 hrs on 25/11 /2020</b>  d) Date & time of opening of online and offline tender : <b>On or after 1130 hrs on 26/11/2020</b>

SPECIFICATION : **As per Appendix- “A”**  
 Consignee's list : **As per Appendix – “B”**

All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-Procurement site

<http://eprocure.gov.in/eprocure/app>. Further, FAQs related to CRPF tenders may be seen at <http://crpf.nic.in/tender/Tender-FAQ.pdf>.

All firms, who are not specifically registered for tendered stores as per specification of Tender Enquiry either with MSME as MSE unit, or NSIC, or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), are required to submit Earnest Money as mentioned above along with their office. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSU are not exempted from depositing Earnest Money.

1.	Purchaser	:	The President of India.
2.	Inspection Authority	:	DG, CRPF.
3.	Inspection Officer	:	A Board of Officers to be detailed by DG, CRPF.
4.	Stores required at	:	Free delivery at consignee's location (Details of consignee as per Appendix "B"). Tenderers are required to quote rates on free delivery at Consignee's location basis only. <u>Tenders received on FOR Destination Stations/ Station of dispatch basis or different rates for different destinations shall be summarily rejected.</u>
5.	Delivery required by	:	<b>Within 06 months from the date of issue of AT/Supply order.</b>
6.	Dispatch Instructions	:	Stores are required to be delivered at consignee's location at freight, risk and cost of the supplier.
7.	Payment Terms	:	<p>i) 90% payment will be released on production of provisional receipt of Stores by the consignee, Line Committee Report (LCR) and inspection certificate after successful delivery of stores issued by the consignee.</p> <p>ii) Balance 10% will be released against</p> <p>(a) . Submission of Performance Security Deposit valid for 60 days beyond Guarantee/Warranty period from the date of receipt of last consignment</p> <p>(b) Regularization of the case, if supply is made beyond fixed delivery period</p>
8.	Price	:	Rate quoted by the firms should be on firm price basis.
9.	Rates, Taxes, and Duties.	:	Firm should quote rates taxes, duties as per BOQ format provided <b>(Appendix-G)</b>
10.	Full address/ Phone No. of manufacturer.	:	Tenderers should disclose the name and full address (along with telephone/ Fax No.) of the place where the stores will be manufactured and offered for inspection. In case the firm is registered with NSIC or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the subject stores, they should clarify whether they are registered as a manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the full address/phone No. of their manufacturing facility.

11.	Manufacturing conditions.	:	Those firms should respond who are the manufacturer of the stores specified in Tender specifications.
12.	Purchasers right	:	(a) Purchaser reserves the <u>right to change the consignee and change the quantity</u> of Stores allotted to them as per requirement at any stage. (b) Purchaser reserves the <u>right to cancel/reject or Scrap the tender</u> without assigning any reason. (c) Purchaser reserves the <u>right to increase/decrease the quantity</u> without assigning any reason. (d) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.
13.	Place of submission of tender documents and samples	:	1) All the tender documents whose hard copies only have been called for duly completed in all respect are to be submitted in the Tender Box (Provisioning) kept at Reception-2, Directorate General, CRPF, Block No-1, CGO Complex, Lodhi Road, New Delhi-110003 before specified time and date mentioned in the Schedule to Tender <u>mentioning Tender No. and description of stores in BOLD. <b>Late/ Delayed/ Non submission of originals may result in rejection of bid.</b></u> 2) Tender samples will be submitted at Procurement Cell (Prov.) Dte. CRPF, CGO Block No-1, CGO Complex, Lodhi Road, New Delhi-110003 before specified time and date mentioned in the Schedule to Tender. Late/ Delayed/ Non submission of originals may result in rejection of bid.
14.	Tender sample requirement	:	(a) <u><b>Tender samples to be provided by the firms before the commencement of field trial as per details shown in the MHA approved QRs/TDs dated 01/10/2015 &amp; 13/02/2018.</b></u> (b) <u><b>The firms are required to provide tender sample within 20 days from the date of intimation, failing which, they be liable for rejection.</b></u>
15.	Demonstration of products for technical evaluation	:	(a) Firm will be required to demonstrate the product offered by them before a B.O.O. (to be detailed) by MHA/CRPF for assessing the technical suitability and performance of the product as per Tender Enquiry Specifications. If their equipment/product is not found as per tender Enquiry Specifications, their offers are liable to be ignored. Price bids of only those firms whose technical bid as well as performance of their equipment/products so demonstrated are found acceptable as per TE, will be opened. If the supply is found inferior the entire consignment will be rejected at the cost, risk and freight of the supplier.  (b) Samples & bulk supplies of Bullet Resistant Vest should be brand new. Batch/Lot No. Year of manufacturing, name of manufacturer should be indicated on the label to be fixed on inner side of the Bullet Resistant Vest.
16.	Place for Technical evaluation & Trial process of products	:	Field trial/Fabric test/Ballistic test of equipment will be conducted at GC, CRPF, Greater Noida , Textile Committee, Mumbai/ NITRA/ CFSL/GFSU/TBRL respectively as per Trial Directives notified by

			the MHA.
17.	Rejection of consignment.		<u>If the supply is found inferior and not conform to specification the entire consignment will be rejected at the cost, risk and freight of the supplier.</u>
18.	Advance Sample	:	Not applicable.
19.	Liquidated Damages	:	In case, the firm does not complete the supply within fixed delivery period , liquidated damages including administrative expenses and not by penalty a sum equivalent to 0.5% of the price of stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed <u>shall not exceed 10% of the total contract price</u> . After the maximum limit of 10% of the contract value, purchaser reserve the right to either extend further or cancel the contract.
20.	Performance Security Deposit	:	<p>a) The successful firm <u>shall have to deposit a Security Deposit of 10% of the contract value within 30 days</u> of the receipt of supply order for due performance as per provisions contained in Clause 7 of DGS&amp;D-68 (Revised). Failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract.</p> <p>b) The Performance Security Deposit submitted by the supplier will remain valid at least for 60 days beyond the Guarantee/Warranty period.</p> <p>c) If the supplier fails to deliver the stores in a promised period and places a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the guarantee/warranty period</p>
21.	Inspection Criteria	:	The successful bidder will have to abide by <u>the Pre-dispatch inspection criteria</u> formulated by the purchaser.
22.	<p><b><u>TWO BID SYSTEM</u></b> All bidders are required to submit their offers in two covers as under:-</p> <p><b>(a) <u>FIRST COVER</u></b> (Technical Bid) should contain the following: -</p> <ol style="list-style-type: none"> <li>1. Documents to be submitted manually. <ol style="list-style-type: none"> <li>i) Earnest Money Deposit in original (if applicable)</li> <li>ii) Tender Acceptance letter signed by witness and tenderer with seal in original.</li> <li>iii) Registration certificate of MSME as MSE/NSIC or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) (if applicable).</li> <li>iv) Compliance statement for QRs/specification of Bullet Resistant Vest in original <b>(Not to be uploaded in scanned form)</b></li> <li>v) Certificate to indicate percentage of local content as per Clause 34(V)(a) of TE (Verification of Local Content).</li> <li>vi) Valid raw material assurance certificate (RMAC) from original manufacturer in respect of material of SAP as per QRs/specification, valid for 06 months from the closing date of</li> </ol> </li> </ol>		

	<p>tender.</p> <p>vii) Certificates as per Clause 35 required <b><u>as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No.F.No.6/18/2019-PPD dated 23/07/2020.</u></b></p> <p>viii) Technical literature or any other document which the firms wish to submit.</p> <p>ix) Any other Certificates required as per QRs/specification of the tendered store.</p> <p>2. Documents to be submitted in Scanned Copy</p> <p>i) Tender acceptance letter.</p> <p>ii) Earnest money deposit (EMD) (If applicable).</p> <p>iii) Performance statement of last three years.</p> <p>iv) FORM 68-A, List No. 1, FORM- 7.</p> <p>v) Questionnaire, Appendix-“C”, “D”, “E” and “H”.</p> <p>vi) Registration certificate of MSME as MSE/NSIC or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) (if applicable).</p> <p>vii) Raw material assurance certificate (RMAC) from original manufacturer in respect of material of SAP.</p>
	<p><b>(b) <u>SECOND COVER (Commercial / Price Bid) online should contain the following:-</u></b></p> <p>(i) The composite bid i.e. rate indicated in the technical bid “OPENLY” SHALL BE IGNORED. Prices should be quoted online as per BoQ format (<b>APPENDIX-G</b>) provided along with the tender document at e-Procurement site <b><u><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></u> ONLY.</b></p> <p>(ii) Only the technical bid and original documents received shall be opened on the date of tender opening. Price bid of only those firms will be considered for opening on line whose offer has passed in all tender condition and technical/physical evaluation.</p> <p>Note:-</p> <p>(i) After opening of Price bids, ranking statement will be prepared and the finalization of the tender will be done on L1(the least price) basis.</p> <p>(ii) Any change in Address/Telephone /Fax/e-mail should be immediately informed. The state of non communication by the firm will make the offer liable for rejection.</p>
23.	<p>Tender Documents are available at CPPP e-Procurement site <b><u><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></u></b> as well as on CRPF website (<b><u><a href="http://crpf.nic.in/tender_notices.htm">http://crpf.nic.in/tender_notices.htm</a></u></b>) which can be downloaded by interested firms free of cost. However bidders are required to submit EMD as applicable, as per tender document while submitting the bids. The FDR/Bank Guarantee should be drawn in favour of <b><u>DIG (Prov.) Dte. Genl., CRPF payable at SBI, CGO Complex, New Delhi (Code No.7837)</u></b> and original should be submitted to the Procurement Cell before opening of the tender.</p>
24.	<p>Tenderers are <b><u>not permitted to alter or modify their tenders after expiry of the deadline for receipt of tender</u></b> till the date of validity of tender and if they do so their earnest money will be forfeited.</p>
25.	<p>The contract to be concluded will be governed by condition of contract contained in form No. DGS&amp;D-68 (Revised) as amended upto 31-12-91 and those contained in pamphlet No. DGS&amp;D-229 with enclosed amendment (Annexure-I) &amp; DGS&amp;D Manual.</p>
26.	<p><b><u>PRE-DESPATCH INSPECTION OR JOINT RECEIPT INSPECTION ( JRI/ PDI)</u></b></p> <p>PDI at firm’s location as per MHA approved QRs/TDs. 02 samples of each size from similar lot to be selected randomly by BOO and subjected to physical and ballistic evaluation at firm’s premises and TBRL/GFSU/CFSL respectively.</p>

27.	<b><u>GUARANTEE/WARRANTY</u></b> :: Two (02) year Guarantee/warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition, after successful completion of LCR.
28.	<b><u>AFTER SALES SERVICES</u></b> After sales, services are required to maintain serviceability of equipment. Tenderers should provide price list of frequently required and critical spares which should be valid for 5 years after expiry of warranty/ guarantee period.
29.	<b><u>OPTION / TOLERANCE CLAUSE</u></b> : The purchaser reserves the right to place order of the successful tenderer for additional quantity, up to 25% of the quantity offered by them at the rates quoted at the time of placement of contract during the currency of the contract..
30.	<b>Each model/ brand of B.R.Vest should be submitted against a separate tender form. For each model tenderer are required to quote separate tender form and separate EMDs as asked for are required to be deposited. Bidders to quote separate price in the given BOQ format clearly mentioning the model name. Accordingly, L-1 shall be decided separately for each model.</b>
31.	Tenderers who are past supplier of the item as per TE specification should submit their performance statement in enclosed Performa, in case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
32.	Tenderers who are registered with MSME as MSE/NSIC or startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) should submit the photocopy of registration certificate with all subsequent amendments.
33.	<b><u>ELIGIBILITY CRITERIA FOR MANUFACTURERS / INDIAN AGENTS</u></b> :- <b>Manufacturer, Indian agent of Indian principal are allowed to bid.</b>  (A) Those firms should only respond who are the manufacturer of the stores. (B) The Indian Agent as authorized agent/distributor of the Indian Manufacturers/principal are allowed to bid subject to accomplishment of following conditions specified in DGS&D Form No.230 :-  → Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect :- (a) That he does not have sufficient marketing arrangements in respect of the specified territory or set of items to participate in Central Government/DGS&D purchases. (b) That he will accept the responsibility for the satisfactory execution of orders placed on the authorized agents/distributors. (c) That he will provide requisite inspection and testing facilities at his works in respect of orders placed on authorized agents/distributors. (d) The authorized agents/distributors price will not exceed that which the manufacturer would have quoted. (e) The manufacturer will declare the quantum of commission or the margin of profit to which authorized agent/distributor is entitled. (f) Inspection challan authorized by the agents would be accompanied by a certificate from the manufacturer that the stores covered under the challan have been manufactured by them and the stores offered and supplied would bear the trade mark of the manufacturer.  → The authorized agent/distributor would also give an undertaking in such cases as follows :- (a) That he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations.

	(b) That he will responsible for providing after-sale-service and he will indicate besides quoted price, the manufacturer's price to him.
34.	<p><b><u>PURCHASE / PRICE PREFERENCE</u></b></p> <p>(i) The purchase preference will be given to the Micro and Small Enterprises (MSEs) registered as MSEs for tendered store with any agency as per Notification dated 23/03/2012 and subsequent amendment dated 09/11/2018 issued by the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) as published in the Gazette of India as mentioned below:-</p> <p>(a) The firms which are Micro and Small Enterprises (MSE) registered as MSE for tendered store with any agency as mentioned in notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), quoting price within price band of L1+15(Fifteen) percent shall also be allowed to supply a portion of required item by bringing down their price to L1 price in a situation where L1 is from some firm other than a MSE and such MSE shall be allowed to supply up to 25 (Twenty five) percent of total tendered value. The 25 (Twenty five) percent quantity is to be distributed proportionately among these MSEs bidders, in case there are more than one MSE within such price band.</p> <p>(b) Within 25% (Twenty Five percent) quantity, a purchase preference of four (4%) percent (i.e. 25 (Twenty five) percent out of 25 (Twenty five) percent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) Entrepreneurs (if they participate in the tender process and match the L1 price), provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs.</p> <p>(ii) The purchase preference shall be given to local supplier in consonance with Public Procurement (Preference to Make in India) Order-2017 issued on 15/06/2017 read with subsequent Orders issued on 28/05/2018, 29/05/2019, 04/06/2020 and 16/09/2020 in the following manner and as defined below for the purpose of the above order:-</p> <p>(a) <b><u>Definitions</u></b></p> <p>i. <b>'Local content'</b> means the amount of value added in India which shall be the total value of item procured (excluding next domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.</p> <p>ii. <b>'Class-I local supplier'</b> means a supplier or service provider whose goods, services or works offered for procurement, meets the</p>



minimum local content as prescribed for 'Class-I local supplier' under the above orders.

- iii. **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the above order.
- iv. **'Non local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under the above order.
- v. **'L-1'** means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. **Margin of purchase preference** means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L-1 for the purpose of purchase preference.

**(b) Purchase Preference**

As regards purchase preference in the procurement of the tendered stores/goods, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier' in the following manner:-

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 % quantity subject to the 'Class-I local supplier's' quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is

still left uncovered on 'Class-I local supplier', then such balance quantity may also be ordered on the L1 bidder.

(iii) **Minimum Local content:-**

- a) The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.
- b) For 'Class-II local supplier, local content requirement is minimum 20%.
- c) 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under this Order.

(iv) **Margin of Purchase Preference:-**

The margin of purchase preference shall be 20%.

(v) **Verification of local content**

- (a) The 'Class-I local supplier/Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and **provide self-certification** that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. **They shall also give details of the location(s) at which the local value addition is made.**
- (b) False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of GFR-2017 for which a bidder or its successor can be debarred for upto two years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.
- (c) A supplier who has been debarred by any procuring entity for violation of the above order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of debarment. The debarments for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities. In the manner prescribed by the Ministry under its order dated 16/09/2020 as quoted above.

35. **Provisions as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No.F.No.6/18/2019-PPD dated 23/07/2020 are to be followed :-**

- I. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such

person, participating in a procurement process.

**II. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-**

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**III. The beneficial owner for the purpose of (iii) above will be as under :-**

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b. “Control” shall the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements’.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.**

**Certificate required to be submitted by bidders**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority. I hereby certify that

	this bidder fulfils all requirements in this regard and is eligible by the considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]".
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**Note:-**

- (a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.
- (b) The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to. In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the bidder, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected out rightly.
- (c) Before submission of tender, tenderer will check the Check List attached to these Tender Documents as Appendix-"C" & Special Instructions as Appendix "D" for compliance on various stipulations of the tender.

Sd/-(29/10/2020)

**(Rajesh Kumar)**

Commandant (Procurement)

For and on behalf of the President of India.

## CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

1. All firms who are not specifically registered with NSIC or MSME as MSE unit or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the stores for which the offers are invited, are required to deposit EARNEST money equivalent to the amount as mentioned in the Tender Schedule, failing which their offer will be summarily rejected.
2. For claiming exemption from depositing earnest money, the tenderer should be registered with NSIC or MSME as MSE specifically for the stores with specification as mentioned in Tender schedule. Firms which are not specifically registered for the stores with specification as mentioned in the Tender Schedule, either with MSME as MSE or with NSIC, or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be treated as unregistered and shall be required to deposit earnest money as above.
3. The Earnest Money can be deposited in any of the following alternative forms :
  - (a) Fixed deposit receipt in favour of DIG (Prov) Dte. Genl, CRPF, New Delhi.
  - (b) An irrevocable Bank Guarantee of any nationalized/Scheduled Bank .
4. The earnest money shall be valid and remain deposited with the purchaser for the period of 225 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/or any other alternate document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.
5. No interest shall be payable by the purchaser on the EM deposited by the tenderer.
6. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogate from the tender in any respect within the period of validity of his tender.
7. The earnest money of the successful tenderer shall be returned after the security Deposit as required in terms of the contract is furnished by the tenderer.
8. If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
9. Earnest Money of all the unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after Placement of contract. Tenderers are advised to send a pre receipt challan alongwith their bids so that refund of Earnest Money can be made in time.
11. Any tender, where the tenderers is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.

Sd/-(29/10/2020)  
**(Rajesh Kumar)**  
Commandant (Procurement )  
For and on behalf of the President of India.

Form 68-A

Tender No. \_\_\_\_\_

Full name and address of the Tenderer in addition to Post Box No. if any, should be quoted in all communication to this office.	Contractor's Telegraphic address _____
	Telephone No. _____
	Fax No. _____

From,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule here to or such portion thereof as you may specify in the acceptance of tender at the price given in the said schedule and agree to hold this offer open till \_\_\_\_\_ I/we shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form No-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchases Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. The following pages have been added to and form part of this tender \_\_\_\_\_

Yours faithfully

(Signature of the Tenderer)

Address \_\_\_\_\_

Here paste coupon in case where coupons are supplied to contractors on payment

Dated \_\_\_\_\_

(Signature of the Witness)

Address \_\_\_\_\_

Dated \_\_\_\_\_

**Instructions for Online Bid Submission**  
**Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.

- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-3070-2232, 7574889871, 7574889874 or send a mail over to – [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

-X-X-X-X-X-



## IMPORTANT INSTRUCTIONS

1. (a) ADVANCE SAMPLE. : Not required.
- (b) REFERENCE SAMPLE : Not required.
- (c) Tender Sample : As per clause 14 of schedule to tender.

### 1. DEMONSTRATION OF PRODUCTS FOR TECHNICAL EVALUATION

(a) The technically qualified bidders will be required to produce their offered product before a Board of Officers (to be detailed by MHA/CRPF) for assessing the technical suitability and performance of the equipment as per tender enquiry specifications. The cost of such trials to be borne by the manufacturer/supplier. Offers of those bidders are liable to be ignored, whose equipment / product are not found as per tender enquiry specifications. Price bids of only those bidders will be opened whose technical bids as well as performance of their equipment / products so demonstrated are found acceptable.

(b) The contract to be concluded will be governed by condition of contract contained in form No. DGS&D-68 (Revised) as amended upto 31-12-91 and those contained in pamphlet No. DGS&D-229 with enclosed amendment (Annexure) & DGS&D Manual.

2. Except as otherwise provided in the Invitation to Tender, the contractor/seller hereby declares that the Bullet Resistant Vests/ stores/ articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in this contract. **Two (02) year Guarantee/warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition after successful completion of LCR.** The firm will replace Bullet Resistant Vests free of cost within Guarantee/warranty and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said Bullet Resistant Vests, if during the aforesaid period of 02 years discovered not to conform to the description and quality aforesaid, or not giving satisfactory performance or have deteriorated, the decision of the purchaser shall be final in that behalf and binding on the contractor/seller. The purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
4. In the event of contract being cancelled for any breach committed and the purchaser affecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.
5. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the consignee destination. The consignee, as soon as possible but not later than 30 days of the date of arrival of the stores at destination, notify to the contractor any loss or damages to the stores that may have occurred during the transit.
6. Those firms, who are not specifically registered for the items as per schedule to tender, should submit the following alongwith their quotation, failing which their offer will be ignored:
  - (a) Name and full address of the banker.

(b) Performance Statement and quality control statement in the prescribed form as enclosed (in triplicate)

7. **Prices should be quoted as per BoQ Format ONLINE ONLY.**

8. Tenderers who are past suppliers of the item as per T/E Specification should submit their performance statement in enclosed proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

9. Tenderers who are registered with **MSME as MSE unit/NSIC** or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for this particular item should submit the photocopy of registration certificate with all subsequent amendments.

10. **EXCISE DUTY**

Prices should be quoted as per BoQ format provided along with the tender document at e-Procurement site <https://eprocure.gov.in/eprocure/app>

11. **GOVT. POLICY**

The purchaser reserves the option to give a purchase/price preference to offers from the public sector units and / or from other firms in accordance with the policies of the Govt. from time to time.

Signature of the Tenderer \_\_\_\_\_  
Name in Block Letters \_\_\_\_\_  
Capacity in which Tender signed \_\_\_\_\_  
Full Address. \_\_\_\_\_

1. The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts placed by Central Purchase Organization of Government of India 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D Form No. DGS&D-68 (Revised).
  - 1.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:-

"Government" means the Central Government.
  - 1.2 The definition of Secretary in clause 1(k) page 3 of DGS&D Conditions of Contract may be modified as under:

"Secretary" means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such Ministry, D.G., Addl. DG, IGP (Prov.), DIG (Prov.), Comdt.(Proc), Dy. Comdt. (Proc) of CRPF and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
  - 1.3 Under Clause 2 (c) page 5 of DGS&D conditions of contract, the word "Director General of Supplies and Disposals or heads of his concerned regional offices" may be replaced by IGP (Prov.) CRPF.

**1.4 Clause 24 i.e. Arbitration:-**

For: The existing entries.

Read: Arbitration.

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General CRPF. It will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:-

- a. If the arbitrator be a person appointed by the DG, CRPF:-

In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denovo as he may at his discretion decide.
- b. It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- c. The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.
- d. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- e. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.

- f. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, CRPF at his discretion may determine.
- g. In this clause the expression the DG, CRPF means the DG, CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.

1.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified to read as DG, CRPF.

- 2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers.

FORM NO. DGS&D-230

Reference to DGS&D wherever appearing in clause No. 14, 33, 34, 35, 39 and 40 and Appendix A for Form No. DGS&D-96 may be amended to read as IGP (Prov.) CRPF.

**Signature of the Tenderer.**

## QUESTIONNAIRE ABOUT MANUFACTURER

**(Please Mark in appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)**

1.	Name & Address of contractor		
2.	a) Whether registered with <b>MSME as MSE</b> unit or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for subject stores	YES	NO
	b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)	LAKH	WITHOUT LIMIT
	c) Validity Date		
3.	a) Whether registered with <b>NSIC</b> or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) unit for subject stores	YES	NO
	b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)	LAKH	WITHOUT LIMIT
	c) Validity Date		
4.	Terms of delivery ( <b>Free delivery at consignee location</b> )	YES	NO
5.	Quantity offered		
6.	Delivery period in days from the date of placement of order		
7.	Whether store fully conforms to tender schedule specifications in all respect	YES	NO
8.	Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.	YES	NO
9.	Have you enclosed required Earnest Money ?	YES	NO
10.	Do you accept tolerance clause ?	YES	NO
11.	Do you accept liquidated damage clause ?	YES	NO
12.	Have form No. 68A and List No. 1 of Tender Enquiry signed by witness ?	YES	NO
13.	Do you accept the Guarantee/Warranty Clause?	YES	NO
14.	Do you accept arbitration clause?	YES	NO
15.	Do you agree to produce you product for demonstration/technical evaluation?	YES	NO
16.	Do you agree to submit PSD on placement of supply order	YES	NO
17.	Whether your firm has ever been blacklisted /Banned?	YES	NO
18.	Have you accepted tender sample clause?	YES	NO
19.	Have you submitted undertaking for serviceability of SAP and trauma liner as per QRs/ specifications ?	YES	NO

20.	Have form No. 68A and List No. 1 of T.E. signed by witness?		
		YES	NO

**Signature of tenderer**

**TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.**

1. Tender No. \_\_\_\_\_ :
2. Whether the stores offered fully conform to the Technical :  
particulars and specification drawings, specified by the purchaser in  
the schedule to tender. If not, mention here details of deviations :
3. Brand of store offered :
4. Name and address of manufacturer :
5. Station of manufacture :
6. Please confirm that you have offered packing as per tender enquiry :  
requirements. If not indicate deviations :
7. Gross weight of consignment (Net weight of each item) :
8. What is your permanent Income Tax A/C No. ? :
9. Status :-
  - a) Indicate whether you are LSU or SSI :
  - b) Are you registered with MSME as MSE unit for the item :  
quoted? If so, indicate whether there is any Monetary limit on  
registration. :
  - c) If you are a small scale unit registered with NSIC unit or :  
Startups as recognized by Department for Promotion of  
Industry and Internal Trade (DPIIT) under Single Point  
Registration scheme, whether there is any monetary limit. :
  - d) In case you are registered with NSIC unit or Startups as :  
recognized by Department for Promotion of Industry and  
Internal Trade (DPIIT) under Single Point Registration Scheme  
for the item quoted, confirm whether you have attached a  
photocopy of the registration certificate indicating the items for  
which you are registered. :
10. a) If you are not registered either with NSIC or with MSME as :  
MSE unit, unit or Startups as recognized by Department for  
Promotion of Industry and Internal Trade (DPIIT) please state  
whether you are registered with Directorate of Industries of  
State Government concerned. :
- b) If so, confirm whether you have attached a copy of the :  
certificate issued by Director of Industry. :
11. Please indicate name & full address of your banker in the following :-  
format  
a) Bank Name, Branch and Bank Account No. (Core bank :  
account) :  
b) IFSC Code :  
c) Whether bank branch is NEFT/RTGS enables or not :  
d) TIN No. :
12. Business name and constitution of the firm. :-  
Is the firm registered under  
a) The Indian Companies Act 1956, :  
b) The Indian Partnership Act 1932 (Please also give name of :  
partners) :  
c) Any Act; if not, who are the owners. (Please give full names :  
and address.) :

**Signature of the Tenderer**

13. Whether the tendering firm is/are:- :
- a) Manufacturer :
- b) Manufacturer's authorized agents :

N.B.: If manufacturer's agents please enclose with tender the copy of manufacturer's authorization on properly stamped paper, duly attested by a Notary Public.

14. If stores offered are manufactured in India, please state whether :  
all raw materials components etc. used in their manufacture are  
also produced in India. If not give details of materials components  
etc, that are imported and their break up of the indigenous and  
imported components together with their value and proportion it  
bears to the total value of the store.

15. State whether raw materials are held in stock sufficient for the  
manufacture of the stores.

16. Please indicate the stock in hand at present time :-
- a) Held by you against this enquiry :
- b) Held by M/s. \_\_\_\_\_ over :  
which you have secured an option.

17. Do you agree to sole arbitration by an officer of Ministry of Law, :  
appointed by the Secretary, Ministry of Home Affairs or by some  
other person appointed by him as provided in clause 24 of the  
general conditions of contract form DGS&D-68 (Revised). (Your  
acceptance or non-acceptance of this clause will not influence the  
decision of the tender. It should, however, be noted that an  
omission to answer the above question will be deemed as an  
acceptance of the clause.)

18. For partnership firms state whether they are registered or not :-  
registered under Indian Partnership Act, 1932. Should the answer  
to this question by a partnership firm be in the affirmative, please  
state further

- a) Whether by the partnership agreement, authority to refer  
disputes concerning the business of the partnership to  
arbitration has been conferred on the partner who has signed  
the tender.
- b) If the answer to (1) is in the negative, whether there is any  
general power of attorney executed by all the Partners of the  
firm authorizing the partner who has signed the tender to refer  
disputes concerning business of the partnership to arbitration.
- c) If the answer to either (1) or (2) is in the affirmative Furnish a :  
copy of either the partnership agreement or the general power  
of attorney as the case may be.

**Signature of the Tenderer**



**N.B:-**

- (a) Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.
- (b) Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm

19. Here state specifically. :

- 1) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not state the reasons thereof. If any, also indicate the margin of difference. :
- 2) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated. :

20. Are you :-

- 1) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial income Registration Certificate. :
- 2) Exempted from the licensing provisions of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position. :
- 3) Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license. :

21. State whether business dealings with you have been banned by Min/Deptt. of Supply/Min. of Home Affairs? :

22. Please confirm that you have read all the instructions carefully and have complied with accordingly :

Signature of Witness \_\_\_\_\_

*(Full Name and address of witness in Block letters)*

Signature of Tenderer \_\_\_\_\_

*(Full Name and address of the persons signing in Block letters) Whether signing as Proprietor/ Partner / Constituted Attorney/duly authorized by the Company*

**FORM-7**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

1. Tender No. & Date \_\_\_\_\_ for the supply of \_\_\_\_\_
2. Name and Address of the firm :
3. I) Telephone No. Fax/Office/Factory/Works:  
II) Telegraphic address:
4. Location of manufacturing works/Factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of \_\_\_\_\_ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/ fabrication of the stores for which registration has been applied for.
5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.)
6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available).
7. Whether the process of manufacture in factory is carried out with the aid of power or without it.
8. Details and stocks or raw material held (state whether imported or indigenous) against each item.  
Production capacity of each item with the existing plant and machinery:
  - a) Normal \_\_\_\_\_
  - b) Maximum \_\_\_\_\_
10. Details of arrangements for quality control of products such as laboratory etc.
11. (a) Details of Technical/supervisory staff in charge of production and quality control.
  - (b) Skilled labour employed.
  - (c) Unskilled labour employed.
  - (d) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether Backhoe loader were tested to any standard specification, if so copies of original test certificate should be submitted.

Place \_\_\_\_\_  
Date \_\_\_\_\_

**Signature and designation of the Tenderer**

*N.B.: Details under column 6 to 11 inclusive need to be restricted to the extent they pertain to the item(s) under reference.*

**PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY**

**(ON BANK LETTER HEAD WITH ADHESIVE STAMP)**

To,

The DIG (Prov.), Dte, Genl.  
C.R.P.F., CGO Complex, Lodhi Road,  
New Delhi. Pin – 110003

Dear Sir,

In accordance with your invitation to Tender No. \_\_\_\_\_  
M/s. \_\_\_\_\_ here in after called the Tenderer with  
the following Directors on their Board of Directors/Partners of the firm.

- |          |           |
|----------|-----------|
| 1. _____ | 2. _____  |
| 3. _____ | 4. _____, |

wish to participate in the said tender enquiry for the supply of \_\_\_\_\_ as a bank  
guarantee against Earnest Money for a sum of Rs. \_\_\_\_\_ (in words)  
\_\_\_\_\_ Valid for 225 days from the date of tender opening viz. up to  
\_\_\_\_\_ is required to be submitted by the Tenderer as condition for the participation, this  
bank hereby guarantees and undertakes during the above said period of 225 days, to immediately pay on  
demand by \_\_\_\_\_ in the amount of without any reservation and recourse if,

1. The Tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
2. The Tenderer withdraws the said tender within 180 days after opening of tenders OR
3. The Tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the general conditions of the contracts.

The guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_  
“We..... Lastly undertake, not to revoke this Bank Guarantee, during its currency period, except with the previous consent of the Government/purchaser, in writing. Otherwise, the Guarantee shall remain revoked after 45 days, in case the Government does not present a request, in writing to the Bank, with reasons, during the currency period of this Guarantee or 45 days thereafter, to extend this guarantee up to such specific date or period as required by the Government/purchaser.”

**Signature of the Bank Manager**

With office seal

Full name of the signatory and full address of the bank.

Date \_\_\_\_\_  
Place \_\_\_\_\_  
Witness \_\_\_\_\_

Signature. \_\_\_\_\_  
Printed Name. \_\_\_\_\_  
(Designation) \_\_\_\_\_  
(Banker's Common Seal)

**Performance statement for last three years**

1. Name of Firm :
2. Name of purchase organization;
3. Contract No. :
4. Description of Stores :
5. Quantity on order :
6. Value :
7. Original D.P. :
8. Qty. supplied within original D.P. :
9. Final Ext. D.P. :
10. Last supply position. :
11. Reasons for Delay in supplies (if any):

**Signature of the Tenderer**

TECHNICAL SPECIFICATION OF BULLET RESISTANT VEST

Being a sensitive nature item, QRs of Bullet Resistant Vest are not being uploaded on website. However, same will be handed over to the concerned firm by DIG (Ord) Dte. General CRPF, Block No. 1, CGO Complex, Lodhi Road, New Delhi on written request on their official letter head signed by either head of the division or equivalent officer authorized for doing so. The letter must contain proper identification of company i.e. registration details etc. (Specimen of Authority letter is appended at Appendix "1").

**CONSIGNEES & DESTINATION**

Sl.No.	Consignee Names	Size			Quantity
		Standard	Large	Extra Large	
1.	The DIG Group Centre CRPF, Greater Noida, Opposite Dewoo Motors, Dadri Road, G.B. Nagar, (U.P.)-201306 Tel. No. 0120- 2352901 (O), 2350052 (R), 9871112244 (M), 2350025(CR), 2350730 (FAX) E-mail : gcnda@crpf.gov.in	240 Nos.	520 Nos.	240 Nos.	1000 Nos.

-X-X-X-X-

**Check list for tenderer****APPENDIX-“C”**

(Tenderers should check following requirements for compliance before submission of the tender documents)

Sl. No.	Requirements to be checked by the tenderer before submission of the tender.	<b>Compliance</b> (To be indicated by the tenderer with “YES” after compliance of the requirements)
1.	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid.	
2.	Tenderers should ensure deposit of required Earnest Money Deposit if the tenderer are not registered with MSME as MSE unit or NSIC unit or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the store(s) quoted for the governing specification as per Tender Enquiry	
3.	Tenderers should ensure that their registration with MSME as MSE unit and NSIC unit or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) is valid if they are registered with MSME as MSE unit /NSIC unit or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) and not depositing Earnest Money. They should enclose the latest MSME as MSE unit /NSIC registration certificate.	
4.	Tenderers should confirm that their Stores/products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Tenderers should mention their monthly manufacturing / supplying capacity.	
6.	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply stores at consignees' locations at freight, risk and cost of the tenderer.	
7.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	
8.	Tenderers should mention their Delivery Period clearly.	
9.	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10.	Tenderers should give their past performance in the specified format given in the Tender documents.	
11.	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry.	
12.	Tenderers should mention whether it is a manufacturer of the store(s) quoted or it is the manufacturer's authorized agent. In case of agent, it should submit valid authority letter(s) of their Principal(s) for the stores they have quoted.	
13.	Tenderers should mention that they agree to accept the conditions of the contract contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No.DGS&D-229 read with Annexure attached.	
14.	Tenderers should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	
15.	Tenderers should mention that Business dealing with their firms has not been banned by any Govt/ private agencies.	
16.	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly.	
17.	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory.	

18	If the tenderer want to mention any specific condition, it should be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	
19	Tenderers should mention their address for communication with Telephone and Fax Number.	
20	Details of after sales & service as per Appendix-"D" Sl.No.5 provided.	
21	Undertaking for providing spares, maintenance etc. as per Appendix-"D" Sl.No.6 attached.	

**Signature of the tenderer**



**MANUFACTURER WILL PROVIDE LIST OF MACHINERY INSTALLED IN THEIR FACTORY FOR  
MANUFACTURING OF THIS ITEM**

<b>Sl.No.</b>	<b>Name of Machinery</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

-X-X-X-X-

**COMPLIANCE STATEMENT FOR SPECIFICATION OF BULLET RESISTANT VEST**

(To be provided in hard copy only with tender documents not to be uploaded)

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of Tenderer \_\_\_\_\_  
(Full Name and address of the persons signing in Block letters)  
Whether signing as  
Proprietor/Partner/Constituted Attorney/duly authorized by the Company

**(Signature of the Bidder, with Official Seal)**

**ONLINE PROFORMA FOR SUBMISSION OF THE PRICE BID FORMAT**

**(TO BE FILLED BY THE BIDDERS & ATTACHED SEPARATELY (BoQ FORMAT) IN SECOND COVER ON CPPP**

**(e-procurement website)**

Price Bid format (BOQ Format ) enclosed separately as Appendix-G

-X-X-X-X-

**PERFORMANCE STATEMENT**

(For last three years with Government/Semi government/Limited companies)

<b>Sl.No.</b>	<b>Purchaser</b>	<b>PO No. and Date</b>	<b>Description of stores</b>	<b>Quantity supplied</b>	<b>Value</b>

**Authorized Signatory (ies)  
with seal**

(The below text to be produced in the letter head of the company)

To,

The Director General,  
CRPF, Block No. 1, CGO Complex,  
Lodhi Road, New Delhi.

Subject :: **Authority letter for receipt of QRs/Specification of Bullet Resistant Vest.**

Please refer to your Tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_.

2. We \_\_\_\_\_ ( Name of the firm ) having registration No. / details etc business of manufacturing of B.R. Vest (Copy enclosed and a similar copy to be faxed by parent company's fax No. or handed over in person ).

3. Name \_\_\_\_\_ Designation \_\_\_\_\_ I/Card No. \_\_\_\_\_ of \_\_\_\_\_ firm is hereby authorised to receive QRs / Specifications of B.R. Vest from your office on behalf of the undersigned. Specimen signature / photo of above individual duly attested are appended / pasted below . Certificate / true copy of registration no/ details etc regarding B.R. Vest or manufacturing of B.R. Vest issued by GOI \_\_\_\_\_ or \_\_\_\_\_ any Govt. abroad issued in the name of \_\_\_\_\_ is pertaining to the undersigned. Attested copy of Identity card of representative is enclosed herewith for your due verification.

4. I fully understand that the QRs/Specification is a government document of secret nature are being shared with us for our internal consumption. The QRs as a whole or any part thereof will not be circulated to anybody else. These QRs will strictly be used for our development / R&D purpose only. Unauthorized possession by any of our official or its circulation in public domain by us or its pilferage will certainly invite legal action against our firm's concerned division head/undersigned.

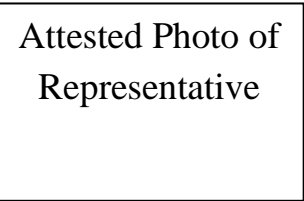
Encl :- As above (\_\_\_\_ Pages )

Specimen signature of \_\_\_\_\_

i) \_\_\_\_\_  
(to be signed by the officer authorised for collection and attested by the authority writing this letter.)

ii) \_\_\_\_\_  
iii) \_\_\_\_\_

(Similar signature to be appended above for verification before CRPF officers at the time of collection )



**ATTESTED**

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Mobile No. \_\_\_\_\_

(Seal of the firm )

\* For foreign firms :- Parent company manufacturing the B.R. Vest must fax this letter from their foreign office fax to CRPF Fax No. 011-24360155 between Indian standard time 10 AM to 6 PM. They must also enclose the relevance or joint venture with the person of firm collecting such documents on their behalf if any.

\* Note :- QRs will be handed over to the authorized person not below the rank of officer concerned with the division of B.R. Vest.